UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

OATH INC.,
 	
               Plaintiff,
 	
     v.
 	
EYARI INC. and PRABHANJAN K. DIDWANIA,
 	
               Defendants.
	Case No. 5:18-cv-07443-NC
	
	STIPULATION AND ~~[PROPOSED]~~ ORDER REGARDING INJUNCTION AND DISMISSAL
	
	Courtroom: 5 - 4th Floor
	Judge: Nathanael Cousins
	Action Filed: December 11, 2018

WHEREAS, on December 11, 2018, Plaintiff Oath Inc. ("Oath") filed a lawsuit against eYari Inc. ("eYari") and Prabhanjan K. Didwania (collectively, "Defendants") alleging violations of the CAN-SPAM Act, the Computer Fraud and Abuse Act, and California's Business and Professions Code;

WHEREAS, eYari denies any liability;

WHEREAS, eYari has represented that Prabhanjan K. Didwania has had no involvement with eYari for nearly four years; and

WHEREAS, the Parties have agreed to resolve this case through settlement, including the entry of a stipulated injunction;

NOW, THEREFORE, Oath and eYari stipulate and agree as follows:

STIPULATED INJUNCTION

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of the Parties, that:

1.   eYari and all individuals acting on eYari's behalf who are described in Federal Rule of Civil Procedure 65(d)(2) (collectively, the "Prohibited Parties") are immediately and permanently enjoined and ordered as follows:

a.   The Prohibited Parties are immediately and permanently prohibited from knowingly accessing or utilizing, whether directly or indirectly via a third party, intermediary, or proxy, the Yahoo Mail Application Programming Interface on the Yahoo Developer Network for any reason without Oath's express written permission;

b.   The Prohibited Parties are immediately and permanently prohibited from knowingly accessing or utilizing, whether directly or indirectly via a third party, intermediary, or proxy, the Yahoo Developer Network for any reason without Oath's express written permission;

c.   The Prohibited Parties are immediately and permanently prohibited from knowingly accessing or utilizing, whether directly or indirectly via a third party, intermediary, or proxy, Yahoo OAuth issued credentials on its web applications for any reason without Oath's express written permission;

1   d.   The Prohibited Parties are immediately and permanently prohibited from

2   knowingly sending commercial email messages[1] to or through Yahoo or AOL email accounts,

3   whether directly or indirectly via a third party, intermediary, or proxy, except that this prohibition

4   shall not apply to transactional or relationship messages as defined by 15 U.S.C. § 7702(17)(A)

5   that do not contain, or are not accompanied by, header information that is materially false or

6   materially misleading;

7   e.   The Prohibited Parties are immediately and permanently prohibited from

8   downloading, harvesting, obtaining, or copying stored contacts of Yahoo or AOL users, whether

9   directly or indirectly via a third party, intermediary, or proxy, without Oath's express written

10   permission;

11   f.   Within ten (10) days of the entry of this Order, the Prohibited Parties shall

12   permanently delete and destroy any contact information they obtained from the stored contacts of

13   any Yahoo accounts.

14   2.   The Court will retain continuing jurisdiction to enforce the terms of this Stipulated

15   Injunction and to address any other matters arising out of or regarding this Stipulated Injunction,

16   including any allegations that the Parties have failed to comply with their obligations as set forth

17   in this Stipulated Injunction.

18   3.   This Stipulated Injunction shall inure to the benefit of, and be binding upon, each

19   of Parties and their respective affiliates, predecessors, successors and assigns.

20   4.   To the extent Oath believes in good faith that eYari has violated any provision

21   herein, before Oath files any motion or any other action with the Court related to any such alleged

22   violation, Oath shall provide eYari with written notice identifying its concern. eYari shall have

23   fifteen (15) days to cure from the date of the meet and confer. The Parties shall then meet and

24   confer in good faith to attempt to cure the alleged violation. If the Parties cannot reach agreement,

25   Oath may seek to enforce the Court's injunction.

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27   _____
     [1] "Commercial email message" means any electronic mail message the primary purpose of which
     is the commercial advertisement or promotion of a commercial product or service.

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DISMISSAL

5.   Oath's claims against Defendants are hereby dismissed with prejudice against all Defendants, except the Court shall retain jurisdiction to enforce this Stipulated Injunction and Dismissal. Each Party shall bear its own fees and costs.

IT IS SO STIPULATED.

Dated: March 4, 2019   Respectfully submitted,

By: /s/ Ann Marie Mortimer
ANN MARIE MORTIMER (SBN 169077)
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Attorneys for Plaintiff

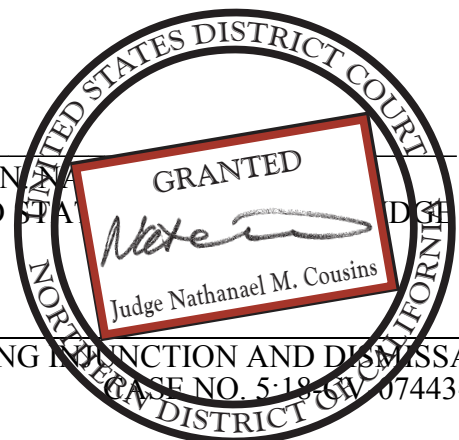Dated: March 4, 2019   Respectfully submitted,

By: /s/ Neel Chatterjee
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Attorney for Defendants

IT IS SO ORDERED. Court retains jurisdiction.

Dated: _____March 11_____, 2019   _____

                                           HON. NA_____
                                           UNITED STA_____DGE

GRANTED
Judge Nathanael M. Cousins

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the

United States District Court for the Northern District of California by using the CM/ECF system

on March 4, 2019. I further certify that all participants in the case are registered CM/ECF users

and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct. Executed on

March 4, 2019 in Los Angeles, California.

/s/ Deborah Purnell
DEBORAH PURNELL

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<u>**ATTORNEY ATTESTATION**</u>

2   I hereby attest, pursuant to Local Rule 5-1(i)(3), that I obtained the concurrence in the

3 filing of this document from the signatories indicated by a "conformed" signature (/s/) within this

4 e-filed document.

5 Dated: March 4, 2019   /s/ Ann Marie Mortimer

                     ANN MARIE MORTIMER (SBN 169077)

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STIPULATION AND [PROPOSED] ORDER REGARDING INJUNCTION AND DISMISSAL

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